
BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY

WASHINGTON BOROUGH COUNCIL MINUTES – November 14, 2019

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:00 P.M.

Roll Call: Conry, Cox, Duchemin, France, Noone, Norris, Valle and Higgins.

Also, Present: Matthew Hall, Manager
Laurie A. Barton Borough Clerk
Tara St. Angelo, Attorney

Mayor Higgins led everyone in the flag salute.

Mayor Higgins read the following Statement into the Record:

“The requirements of the ‘Open Public Meetings Law, 1975, Chapter 231’ have been satisfied in that adequate notice of this meeting has been published in the Star Gazette and posted on the Bulletin Board of Borough Hall stating the time, place and purpose of the meeting as required by law.”

PROCLAMATION

Mayor Higgins presented Jackie Nassry (sp) with a proclamation honoring Washington Borough schools as being designated as a Lighthouse District.

PROCLAMATION
HONORING THE DESIGNATION OF THE WASHINGTON BOROUGH SCHOOLS AS
A “LIGHTHOUSE DISTRICT”

WHEREAS, The Borough of Washington is pleased to honor and salute the Washington Borough School District, which has been deemed worthy of Lighthouse District designation by the New Jersey Department of Education; and

WHEREAS, This prestigious accolade has been bestowed upon Washington Borough School District in acknowledgement of its noteworthy improvements in scholastic performance and for

demonstrating how all schools can succeed by actively encouraging students to excel in the classroom; and

WHEREAS, The Lighthouse District initiative was established by the Department of Education in 2017 to focus on growth rather than proficiency alone, and to give local educators a platform in which they can share their programs and accomplishments with fellow school leaders in other communities; and

WHEREAS, The Washington Borough School District has achieved measurable progress across diverse groups of learners by providing outstanding individualized support to students, and its leaders, faculty, and staff are greatly appreciated for their commitment to academic excellence; and

WHEREAS, The strength and success of our community depends, in great measure, upon a thorough and efficient education for our children and upon entities, exemplified by the Washington Borough School District, that use creative methods to instill a lifelong love of learning; and

WHEREAS, It is altogether proper and fitting to recognize Washington Borough School District, and to affirm its importance to the people of the Borough of Washington;

NOW THEREFORE, BE IT PROCLAIMED, By the Council of the Borough of Washington, in the County of Warren and State of New Jersey, that the Borough Council hereby commends and congratulates Washington Borough School District, pays tribute to its remarkable history of service, leadership, and commitment, and extends sincere best wishes for its continued success and vigor in the years to come; and,

BE IT FURTHER PROCLAIMED, That this Proclamation be duly embossed, signed by the Mayor, publicly presented to the Washington Borough School District on November 14, 2019, and forever recorded in the official records of the Borough of Washington, as an everlasting tribute to the Washington Borough School District.

COUNCIL APPEARANCE

Suzi Marr, 95 West Johnston Street representative of the Green Team, summarized the team's accomplishments and for Washington Borough having the distinct bronze certification from Sustainable Jersey.

Chris Vitalos, 28 Lambert Street, congratulated Luann Cox in being elected to Council and wished her well. Mr. Vitalos also congratulated the school district on their Lighthouse District designation.

Hearing no further public input, motion made by Norris and seconded by Valle to close the audience portion.

Ayes: 7 Nays: 0
Motion Carried.

MINUTES

Motion made by Noone and seconded by Conry to approve the following minutes:

Regular Meeting minutes: September 3, 2019 (Revised) & October 15, 2019
Ayes: 6 Nays: 0 Abstain: 1 (Cox)
Motion Carried.

Motion made by Noone and seconded by Duchemin to approve the following minutes:

Executive Session Minutes: October 1, 2019 & October 15, 2019 (**Proof for content only**)
Ayes: 6 Nays: 0 Abstain: 1 (Cox)
Motion Carried.

VOUCHERS AND CLAIMS

Motion made by Norris seconded by Conry to pay the vouchers and claims in the amount of \$1,237,867.35 from the current fund and \$ 107,727.95 from sewer.

ROLL CALL: Duchemin, France, Noone, Norris and Higgins.

Ayes: 6, Nays: 0 Abstain: 1 (Cox)
Motion Carried

REPORTS

Motion made by Conry and Valle to receive and file the following reports:

1. Managers' Reports
2. Police
3. Court

Ayes: 6, Nays: 0 Abstain: 1 (Cox)
Motion Carried

NEW BUSINESS

Motion made by Noone and second by Conry to approve the following:

1. Approval of NJ State Firemen's Association Membership Applications:
 - Destinee Hartrum
 - Stephanie Hartrum

Ayes: 6, Nays: 0 Abstain: 1 (Higgins)
Motion Carried

ORDINANCES

Motion made by Conry to open the public hearing for Ordinance 2019-27, all were in favor.

Hearing no public comment, motion to close public hearing made by Conry and seconded by Norris. All were in favor.

Motion made by Noone and seconded by Conry to adopt Ordinance 2019-27

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried.

ORDINANCE 2019-27

ORDINANCE APPROPRIATING \$80,000.00 FROM THE CAPITAL IMPROVEMENT FUND FOR THE PURCHASE OF THE MASON DUMP TRUCK WITH THE SNOW PLOW AND SPREADER IN AND BY THE BOROUGH OF WASHINGTON, IN THE COUNTY OF WARREN, NEW JERSEY

NOW THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF WASHINGTON, IN THE COUNTY OF WARREN, NEW JERSEY AS FOLLOWS:

Section 1. \$80,000.00 is hereby appropriated from the Capital Improvement Fund of the Borough of WASHINGTON, in the County of WARREN, New Jersey (the "Borough") for the purchase of the mason dump truck with the snow plow and spreader, and further including all related costs and expenditures incidental thereto.

Section 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 3. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

Motion made by Conry and seconded by Noone to introduce for first reading Ordinance 2019-28 with the public hearing scheduled for December 3, 2019.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

ORDINANCE 2019-28

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY DESIGNATED AS Block 97 Lot 1.03.

WHEREAS, the Borough of Washington (the “Borough”) filed a Declaratory Judgment Action in the Superior Court of New Jersey, Warren County, captioned IMO Borough of Washington, Docket No. WRN-L-230-15 (the “Declaratory Judgment Action”), in furtherance of the Supreme Court’s March 10, 2015, decision In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the “Supreme Court Decision”); and

WHEREAS, Washington Station Venture, LP and Washington Venture Investment, Ltd. (collectively, the “Washington Venture Entities” are the owners of Block 97 Lots 1.03 the Open Space Lot, the Residential Lot, and the Cemetery Lot; and

WHEREAS, pursuant to a Consent Order filed on or about November 3, 2015, the Washington Venture Entities are defendant-intervenors in the above-referenced Declaratory Judgment Action; and

WHEREAS, the Borough of Washington (the “Borough”) entered into Settlement Agreements with Fair Share Housing Center on December 10, 2018 and with the Washington Venture Entities on October 9, 2018 (as amended on December 18, 2018) (collectively hereinafter the “Settlement Agreements”) that determine the Borough’s affordable housing obligation and the mechanisms for how the obligation will be addressed; and

WHEREAS, the Settlement Agreements contemplate the sale of one lot consisting of approximately 80 acres to the Borough as dedicated open space (the “Open Space Lot”), the development of approximately 35 acres as a residential development (the “Residential Lot”); the expansion of the existing cemetery on approximately 10 acres (the “Cemetery Lot”); and the development of a portion of either the Cemetery Lot or a 10,000 square foot independent lot for lease to construct a cell tower; and

WHEREAS, the Borough wishes to acquire the Open Space Lot; and

WHEREAS, the Open Space Lot offers attractive recreational uses and environmental preservation benefits, including water quality and supply protection and habitat conservation; and

WHEREAS, based upon two appraisals, Borough and the Property Owner agreed on a purchase price of \$838,200.00; and

WHEREAS, the Borough has applied for and received grant funding from the New Jersey Green Acres Program (\$419,100.00) and Warren County Open Space (\$135,800.00); and

WHEREAS, the Borough will provide the remainder of the Purchase Price (\$283,300); and

WHEREAS, the Borough has dedicated fund balances from previously collected Open Space taxes that can be used to fund the transaction; and

WHEREAS, the New Jersey Local Land and Buildings Law, N.J.S.A. 40A:12-3 *et seq.* requires adoption of an ordinance to authorize the acquisition of the Property; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Washington, the County of Warren, as follows:

SECTION 1. Subject to the availability of funds described herein, the Borough is hereby authorized acquire the Open Space Lot as referenced hereinabove.

SECTION 2. The Mayor and Clerk are hereby authorized and directed to take all necessary actions and execute all necessary documents, including but not limited to a deed of conveyance, HUD-1 settlement statement, affidavit of title, and such other closing documents in order to authorize both the acquisition and conveyance of the Open Space Lot.

SECTION 3. This Ordinance shall take effect after final passage and publication as prescribed by law.

Motion made by Conry and seconded by Noone to introduce for first reading Ordinance 2019-29 with the public hearing scheduled for December 3, 2019.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

ORDINANCE 2019-29

AN ORDINANCE REPEALING CHAPTER 54-20 THROUGH 54-27 IN ITS ENTIRETY

WHEREAS, Chapter 54-20 *et. seq.*, Garage Sales, was adopted the Council of the Borough of Washington on April 12th, 1977 by Ordinance Number **2-77**; and

WHEREAS, Chapter 54-20 through 54-27 has been deemed obsolete by the Borough Council and desire to rescind said ordinance.

NOW THEREFORE BE IT RESOLVED, by the Council of the Borough of Washington that Chapter 54-20 through 54-27 is hereby repealed in its entirety.

BE IT FURTHER RESOLVED, In the event that any word, phrase, clause, section or provision of this Ordinance is found by any Court of competent jurisdiction to be unenforceable, illegal or

unconstitutional, such word, phrase, clause or provision shall be severable from the

balance of this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

This Ordinance shall take effect upon passage and publication as provided by Law.

Motion made by Conry and seconded by Noone to introduce for first reading Ordinance 2019-30 with the public hearing scheduled for December 3, 2019. After brief discussion, motion made by Conry and Noone to rescind Ordinance 2019-30.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

Motion made by Conry and seconded by Duchemin to introduce for first reading Ordinance 2019-31 with the public hearing scheduled for December 3, 2019.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

ORDINANCE 2019-31						
AN ORDINANCE FIXING THE SALARY AND WAGES OF CERTAIN MUNICIPAL OFFICIALS, APPOINTEES, EMPLOYEES, AND STIPENDS APPLICABLE THERETO AND REPEALING PORTIONS OF PRIOR INCONSISTENT SALARY AND WAGE ORDINANCES BEGINNING DECEMBER 1, 2019						
SCHEDULE A – FULL-TIME CLASSIFIED						
POSITION TITLE				SALARY OR WAGE RANGE		
Account Clerk				\$37,195	-	\$58,018 AN
Animal Control Officer				\$12,500	-	\$80,000 AN
Keyboarding Clerk 2				\$37,195	-	\$58,018 AN
Administrative Clerk				\$51,471	-	\$80,945 AN
Assistant Municipal Tax Collector				\$44,509	-	\$69,479 AN
Building Maintenance Worker				\$45,998	-	\$60,579 AN
Clerk 1 (NC)				\$21,621	-	\$32,824 AN
Code Enforcement Officer/Zoning Officer				\$51,091	-	\$71,636 AN
Equipment Operator				\$55,182	-	\$72,680 AN
Keyboarding Clerk 3				\$55,182	-	\$72,680 AN
Laborer 1 (NC)				\$41,699	-	\$56,258 AN

Library Assistant				\$32,832	-	\$50,599	AN
Keyboarding Clerk 1				\$32,832	-	\$50,599	AN
Library Director				\$58,462	-	\$78,382	AN
Road Repairer 3				\$61,570	-	\$79,594	AN
Road Repairer Supervisor				\$66,763	-	\$83,048	AN
Senior Account Clerk				\$53,614	-	\$73,598	AN
Supervising Library Assistant				\$39,691	-	\$60,334	AN
Truck Driver (NC)				\$49,495	-	\$67,177	AN
Housing and Zoning Inspector Trainee (NC)				\$32,832	-	\$50,499	AN
Housing and Zoning Inspector				\$21,621	-	\$57,904	AN
Code Enforcement Officer				\$21,621	-	\$57,904	AN
Zoning Officer				\$21,621	-	\$57,904	AN
Fire Official				\$21,621	-	\$57,904	AN
SCHEDULE B – PART-TIME CLASSIFIED							
POSITION TITLE				SALARY OR WAGE RANGE			
Account Clerk				\$11.00	-	\$28.62	Hr.
Animal Control Officer				\$8,000	-	\$80,000	AN
Assistant Animal Control Officer				\$2,000	-	\$5,000	AN
Building Service Worker				\$11.00	-	\$28.62	Hr.
Clerk 1 (NC)				\$11.00	-	\$28.62	Hr.
Code Enforcement Officer (Title Code #01285)				\$11.00	-	\$34.34	Hr.
Code Enforcement Officer/Zoning Officer (Title Code #05897)				\$11.00	-	\$34.34	Hr.
Deputy Municipal Emergency Management Coordinator				\$2,000	-	\$10,000	AN
Deputy Municipal Emergency Management Coordinator (Combined with Manager-Stipend)				\$2,500	AN		
Deputy Registrar of Vital Statistics				\$1,500	-	\$1,946	AN
Fire Official				\$20.00	-	\$34.34	Hr.
Fire Prevention Specialist				\$15.00	-	\$28.62	Hr.
Keyboarding Clerk				\$11.00	-	\$28.62	Hr.
Librarian 1 (Title Code #07569)				\$18.00	-	\$34.34	Hr.
Library Director				\$36.00	-	\$64.10	Hr.
Library Assistant (NC-Title Code #07467)				\$11.00	-	\$28.62	Hr.
Senior Library Assistant (C-Title Code #03416)				\$11.00	-	\$28.62	Hr.
Zoning Officer (Title Code #04338)				\$11.00	-	\$34.34	Hr.
Housing and Zoning Inspector Trainee (NC)				\$11.00	-	\$28.62	Hr.
Housing and Zoning Inspector				\$11.00	-	\$28.62	Hr.

SCHEDULE C – UNCLASSIFIED SERVICE						
POSITION TITLE				SALARY OR WAGE RANGE		
Chief Financial Officer				\$15,500	-	\$68,688 AN
Council Member				\$2,500	-	\$3,780 AN
Deputy Municipal Clerk				\$30,000.00	-	\$60,000.00 AN
Deputy Municipal Clerk Shared Service Stipend				\$13,000.00	AN	
Deputy Municipal Clerk Per Meeting				\$50.00/meeting stipend		
Mayor				\$3,000	-	\$4,320 AN
Municipal Clerk				\$45,000	-	\$110,000 AN
Municipal Clerk Shared Service Stipend				\$20,000	AN	
Municipal Department Head				\$15,000	-	\$120,000 AN
Municipal Emergency Management Coordinator				\$2,000	-	\$15,000 AN
Municipal Manager				\$80,000	-	\$160,000 AN
Municipal Manager Shared Service Stipend				\$20,000	AN	
Tax Assessor				\$25,500	-	\$52,300 AN
Tax Collector (F.T.)				\$51,471	-	\$80,945 AN
Tax Collector (P.T.)				\$14,500	-	\$34,344 AN
NJDCA Mandated Wastewater Contract Administrator Stipend				\$8,000	AN	
CPWM Combined with Road Supervisor Stipend				\$6,000	AN	
Machine, Equipment and Vehicle Maintenance and Repair Stipend				\$7,000	AN	
Deputy Municipal Recycling Coordinator Stipend				\$500	AN	
Deputy Clean Communities Coordinator Stipend				\$500	AN	
Animal Licensing and Animal Control Administration Stipend				\$1,000	AN	
Animal Control Shared Service Stipend (Per Municipality)				\$7,000	AN	
Zoning Officer Stipend				\$15,000	AN	
SCHEDULE D – UNCLASSIFIED SERVICE						
(TEMPORARY OR SEASONAL)						
POSITION TITLE				SALARY OR WAGE RANGE		
Acting or Interim Department Head or Executive Management				\$11.00	-	\$57.25 Hr.
Assistant Recreation Supervisor (Swim Team)				\$11.00	-	\$28.62 Hr.
Cashier				\$11.00	-	\$28.62 Hr.
Equipment Operator				\$11.00	-	\$28.62 Hr.
Food Service Manager				\$11.00	-	\$28.62 Hr.
Food Service Worker				\$11.00	-	\$28.62 Hr.
Laborer I (NC)				\$11.00	-	\$28.62 Hr.
Life Guard				\$11.00	-	\$28.62 Hr.
Maintenance Worker 1, Grounds				\$11.00	-	\$28.62 Hr.

Municipal Department Head					\$17.00	-	\$34.34	Hr.
Recreation Supervisor Swimming (Swim Lessons)					\$11.00	-	\$28.62	Hr.
Recreation Supervisor Swimming (Swim Team)					\$11.00	-	\$28.62	Hr.
Secretary, Board / Commission (Salary)					\$500	-	\$5,080	AN
Secretary, Board / Commission (Hourly)					\$11.00	-	\$28.62	Hr.
Supervisor Baths & Pools					\$11.00	-	\$28.62	Hr.
Truck Driver (NC)					\$11.00	-	\$28.62	Hr.

RESOLUTIONS

Motion made by Valle and seconded by Duchemin to approve Resolution 2019-151

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
 Motion carried

RESOLUTION 2019-151

RESOLUTION AUTHORIZING A CHANGE ORDER TO CONTRACT WITH CEDAR CONTRACTING COMPANY, INC. TO \$0.00

WHEREAS, the Borough Council of the Borough of Washington pursuant to **Resolution 2018-152** awarded unit prices for individual construction items-based unit prices from bids received for the curb and sidewalk repairs with a total cost of \$25,630.00; and

WHEREAS, an award was to made Cedar Contracting Co., Inc., which included the following items and unit prices attached hereto and made a part hereof as “**Exhibit A**”; and

WHEREAS, following a delay of the project due to New Jersey American Water utility work, Cedar Contracting Co. Inc. was unable to complete the work in a timely manner and ultimately deemed non-responsive after repeated attempts to schedule by the Borough Engineer; and

WHEREAS, the project was subsequently re-awarded to a responsive and qualified firm pursuant to **Resolution 2019-147**;

NOW THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Washington, County of Warren, State of New Jersey, that the contract previously awarded to Cedar Contracting Company be reduced to \$0.00.

EXHIBIT A

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL EXTENSION
13	Detectable Warning Surfaces	9		SY	\$270.00	\$2,430.00
14	Concrete Sidewalk 4" Thick		120	SY	\$110.00	\$13,200.00
15	9"x18" Concrete Vertical Curb		250	LF	\$40.00	\$10,000.00
					TOTAL	\$25,630.00

Motion made by Conry and seconded by Duchemin to approve Resolution 2019-152

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

RESOLUTION 2019-152
A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE
As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 13, 2017 to US Bank Cust Pro Capital 7, 50 S 16th Street, Suite 2050, Philadelphia, PA 19102, in the amount of \$2,464.22 for taxes or other municipal liens assessed for the year 2016 in the name of Hartrum, Mildred as supposed owner, and in said assessment and sale were described as 179 East Washington Ave. Block 80 Lot 7, which sale was evidenced by Certificate #17-00025; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 10-21-19 and before the right to redeem was cut off, as provided by law, PNC Bank, claiming to have an interest in said lands, did redeem said lands claimed by US Bank Cust Pro Capital 7 by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$14,674.08 which is the amount necessary to redeem Tax Sale Certificate #17-00025.

NOW THEREFORE BE IT RESOLVED, on this 12th day of November 2019 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to US Bank Cust Pro Capital 7, 50 S 16th Street, Suite 2050, Philadelphia, PA 19102 in the amount of **\$14,674.08** (This amount consists of \$14,674.08 Certificate Amount redeemed).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 80 Lot 7 from the tax office records.

Motion made by Valle and seconded by Duchemin to approve Resolution 2019-153

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

RESOLUTION 2019-153
A RESOLUTION AUTHORIZING THE REFUND OF THE
REMAINING INSPECTION FEES HELD IN ESCROW BY THE
BOROUGH OF WASHINGTON FOR T & T LAUNDRY CENTER

WHEREAS, Raul Klmeiva, owner of T & T Laundry Center, 26 W. Washington Avenue, Washington, NJ 07882, has requested the return of the remaining escrow fees in the amount of \$70.00 held in the Street Opening Escrow Account #7200020864:

WHEREAS, Kevin M. Smith, P.E., P.P., C.M.E., Borough of Washington Engineer authorized the return of the maintenance guarantee and has been paid his closeout invoice #1069, in the amount of \$31.25;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey that the Municipal Treasurer is hereby authorized to release the remaining balance of \$70.00 from the Street Opening Escrow Account, which represents the cash bond deposited by T & T Laundry Center, a.k.a. Sabor Venezuela Corp., for Street Opening Permit #2018-26 by Evolution Construction.

Motion made by Duchemin and seconded by Valle to approve Resolution 2019-154

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 5, Nays: 0 Abstain: 2 (Conry and Cox)
Motion carried

RESOLUTION 2019-154
**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED
SERVICES AGREEMENT BETWEEN THE BOROUGH OF WASHINGTON
AND THE WASHINGTON BOROUGH SCHOOL DISTRICT FOR JANITORIAL
SERVICES**

WHEREAS, the Borough of Washington, County of Warren and the Washington Borough School District desire to enter into a shared services agreement for janitorial services; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Washington, in the County of Warren and State of New Jersey, as follows:

1. That the Mayor and Borough Clerk are hereby authorized to execute the Shared Services Agreement between the Washington Borough School District, and the Borough of Washington, County of Warren, for janitorial services for a term to commence January 1, 2020 and to terminate on December 31, 2023.
2. A copy of the Agreement is on file in the office of the Borough Clerk for inspection by the public.
3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Division.
4. This resolution shall take effect immediately.

Motion made by Duchemin and seconded by Conry to approve Resolution 2019-155.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

**AUTHORIZING BUDGET TRANSFERS
FOR FISCAL YEAR 2019 APPROPRIATIONS IN THE AMOUNT OF \$23,000.00 IN THE CURRENT FUND**

WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriations transfers during the last two (2) months of the fiscal year, when it has been determined that it is necessary to expend for any of the purposes specified in the budget an amount in the excess of the sum appropriated therefore and where it has been further determined that there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such appropriation.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Borough of Washington, County of Warren, State of New Jersey, the Chief Financial Officer Natasha S. Turchan, be and the same is hereby authorized to make transfers among the Fiscal Year 2019 Budget in the amount of \$23,000.00 in the Current Fund as follows:

	FROM	TO
General Government		
General Administration		
Other Expenses		7,183.00
Municipal Clerk		
Other Expenses		6,000.00
Financial Administration		
Other Expenses		2,000.00
Public Works		
Shade Tree		
Other Expenses		12.00
Condo Reimbursements		
Other Expenses		2,305.00
Building an Ground		
Other Expenses		5,000.00
Utilites		
Water		
Other Expenses		500.00
General Government		
Tax Collector		
Salaries and Wages	6,000.00	
PEOSHA		
Other Expenses	1,000.00	
Group Insurance		
Health Insurance Waiver		
Other Expenses	6,000.00	
Health Insurance		
Other Expenses	10,000.00	
	\$ 23,000.00	\$ 23,000.00

Motion made by Conry and seconded by Valle to approve Resolution 2019-156.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

RESOLUTION 2019-156
RESOLUTION AUTHORIZING THE SALE OF CERTAIN SURPLUS PROPERTY OF
THE BOROUGH OF WASHINGTON

WHEREAS, the Borough of Washington is the owner of certain surplus property which it no longer needs for public use: and

WHEREAS, the Borough of Washington is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

NOW THEREFORE BE IT RESOLVED by the Governing Body of Washington Borough as follows:

- (1) The sale of the surplus property shall be conducted through GovDeals. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Borough of Washington.
- (2) The sale will be conducted online 12/3/2019 to 12/10/2019 and the address of the auction site is www.govdeals.com
- (3) The sale is being conducted pursuant to Resolution 2019-156
- (4) A list of the surplus property to be sold is as follows:

1998 Ford F-700 Single Axle Dump Truck
VIN #1FDYF80E3WYA30984
1989 Eager Beaver Wood Chipper
Model #290
1980 John Deere Articulated Wheel Loader
VIN# B830528DW
Large steel safe
Lot of various obsolete radio equipment
- (5) The surplus property shall be sold in an “as is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
The Borough of Washington reserves the right to accept or reject any bid submitted

Motion made by Duchemin and seconded by Conry to approve Resolution 2019-157.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

BOROUGH OF WASHINGTON, WARREN COUNTY

RESOLUTION 2019-157

ADOPTING AN AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

WHEREAS, the Borough of Washington (the “Borough”) filed a Declaratory Judgment Action (the “Litigation”) in the Superior Court of New Jersey, Hunterdon County, in furtherance of the Supreme Court’s March 10, 2015, decision captioned In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the “Supreme Court Decision”), which was assigned to the Honorable Thomas C. Miller, P.J., Cv.; and

WHEREAS, Fair Share Housing Center (“FSHC”) is a Supreme Court-designated interested party in the Litigation in accordance with the Supreme Court Decision; and

WHEREAS, through that process, the Borough and FSHC agreed to settle the Litigation pursuant to a certain Settlement Agreement;

WHEREAS, pursuant to such Settlement Agreement, the Borough Planning Board adopted and the Township Committee endorsed a Housing Plan Element and Fair Share Plan; and

WHEREAS, the Borough has in place a Development Fee Ordinance that establishes standards for the collection, maintenance, and expenditure of development fees to be used for providing low- and moderate-income housing in the Borough; and

WHEREAS, the Development Fee Ordinance establishes an affordable housing trust fund that includes development fees, payments from developers in lieu of construction of affordable units on-site, barrier free escrow funds, repayments from affordable housing program loans, recapture funds, proceeds from the sale of affordable units; and

WHEREAS, N.J.A.C. 5:97-8.1(d) requires a municipality with an affordable housing trust fund to receive approval of a spending plan from the Council on Affordable Housing or a court of competent jurisdiction prior to spending any of the funds in its housing trust fund; and

WHEREAS, the Borough Planner has prepared a spending plan consistent with N.J.A.C. 5:97-8.10, which is attached hereto; and

WHEREAS, the Borough wishes to continue to provide affordable housing opportunities through expenditure of funds through the Affordable Housing Trust Fund;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, Warren County, New Jersey, as follows:

1. The Borough Council approves and adopts the Spending Plan attached hereto.

2. The Borough Council requests that the court review and approve the attached Spending Plan.
3. This Resolution shall take effect immediately.

Motion made by Conry and seconded by Duchemin to approve Resolution 2019-158.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

RESOLUTION 2019-158

Governor’s Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2021-June 2025

FORM 1B

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Borough Council of the Borough of Washington, County of Warren, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Borough Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Warren;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Washington, County of Warren, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of a strategic plan for the Franklin/Mansfield/Washington Municipal Alliance grant for fiscal year 2021 in the amount of:

DEDR	\$6,546.00
Cash Match	\$1,637.00
In-Kind	\$4,910.00

2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Motion made by Conry and seconded by Noone to approve Resolution 2019-159.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0

Motion carried

Resolution 2019-159

RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

WHEREAS, Borough of Washington (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

WHEREAS, the “Fund” has requested its members to appoint individuals or entities to that position; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of “Local Unit”, in the County of Warren and State of New Jersey, as follows:

1. Borough of Washington (Local Unit) hereby appoints Skylands Risk Management, Inc. its Risk Management Consultant.
2. The Borough Manager (*authorized representative of the public entity*) and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2020 in the form attached hereto.

Motion made by Conry and seconded by Noone to approve Resolution 2019-160.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0

Motion carried

RESOLUTION 2019-160

STATEWIDE INSURANCE FUND

RESOLUTION APPOINTING FUND COMMISSIONER

WHEREAS, Borough of Washington (hereinafter “Local Unit”) is a member of the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Fund’s Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Washington (Local Unit) that Matthew Hall, Borough Manager (entity’s elected official or employee) is hereby appointed as the Fund Commissioner for the Local Unit for the **Fund Year 2020**; and

BE IT FURTHER RESOLVED that Natasha Turchan (second elected official or employee) is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the **Fund Year 2020**; and

BE IT FURTHER RESOLVED that the Local Unit’s Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

Motion made by Conry and seconded by Duchemin to approve Resolution 2019-161.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 7, Nays: 0
Motion carried

RESOLUTION 2019-161

RESOLUTION AUTHORIZING PURCHASE OF TWO (2) 2021 WESTERN STAR 4700 CAB AND CHASSIS TRUCKS THROUGH ESCNJ COOPERATIVE PURCHASING SYSTEM

WHEREAS, the Borough desires to purchase two (2) new Western Star 4700 Cab and Chassis Trucks for public works solid waste operations; and

WHEREAS, **N.J.S.A 40A: 11-4** requires that every contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body; and

WHEREAS, the State of New Jersey (State) and/or the Educational Services Commission of New Jersey (ESCNJ) have awarded contracts to various vendors as successful bidders for State and ESCNJ contracts; and

WHEREAS, the Borough is a member of the Educational Services Commission of New Jersey (ESCNJ) New Jersey State Approved Cooperative Pricing System (**#65MCECCPS**); and

WHEREAS, 2021 Western Starr 4700 Cab and Chassis Trucks are available for purchase per ESCNJ approval **CH-194, Bid # ESCNJ 17/18-30 Class 8 Trucks**; and

WHEREAS, funds are available in account #04-2019-1926-0-4-0 for the purchase of said purchases through funds appropriated as attached on certification of availability of funds by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Washington, County of Warren, State of New Jersey, that the purchase of two (2) 2021 Western Starr 4700 Cab and Chassis Trucks from Hoover Truck and Bus Centers with offices located in Flanders, NJ 07836 under approval **CH-194, Bid # ESCNJ 17/18-30 Class 8 Trucks**; at a price of \$120,225.54 each for a total of \$240,451.08 is hereby approved and authorized.

Motion made by Conry and seconded by Duchemin to approve Resolution 2019-162.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0 Abstain: 1 (Cox)
Motion carried

RESOLUTION 2019-162
RESOLUTION AUTHORIZING PURCHASE OF TWO (2) LEACH MODEL 2RIII 25 CUBIC
YARD REARLOAD REFUSE BODIES THROUGH ESCNJ COOPERATIVE PURCHASING
SYSTEM

WHEREAS, the Borough desires to purchase two (2) Leach Model 2RIII 25 Cubic Yard Rearload Refuse Bodies for public works solid waste purposes; and

WHEREAS, N.J.S.A 40A: 11-4 requires that every contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body; and

WHEREAS, the State of New Jersey (State) and/or the Educational Services Commission of New Jersey (ESCNJ) have awarded contracts to various vendors as successful bidders for State and ESCNJ contracts; and

WHEREAS, the Borough is a member of the Educational Services Commission of New Jersey (ESCNJ) New Jersey State Approved Cooperative Pricing System (**#65MCESCCPS**); and

WHEREAS, the Leach Model 2RIII 25 Cubic Yard Rearload Refuse Bodies are available for purchase per **ESCNJ Bid # ESCNJ 17/18-30 Trucks 26,000lbs. GVW and greater**; and

WHEREAS, funds are available in account #04-2019-1926-0-4-0 for the purchase of said purchases through funds appropriated as attached on certification of availability of funds by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Washington, County of Warren, State of New Jersey, that the purchase of two (2) Leach Model 2RIII 25 Cubic Yard Rearload Refuse Bodies from Sanitation Equipment Corporation with offices located in Totowa, NJ 07512 under **ESCNJ Bid # ESCNJ 17/18-30 Trucks 26,000lbs. GVW and greater**; at a price of \$96,980.00 each for a total of \$193,960.00 is hereby approved and authorized.

Motion made by Conry and seconded by Duchemin to approve Resolution 2019-163.

ROLL CALL: Conry, Cox, Duchemin, Noone, Norris, Valle and Higgins.

Ayes: 6, Nays: 0 Abstain: 1 (Cox)

Motion carried

RESOLUTION 2019-163

TOWNSHIP OF OXFORD AND BOROUGH OF WASHINGTON

SHARED SERVICES AGREEMENT

FOR

PUBLIC ADMINISTRATOR, CLERK AND REGISTRAR SERVICES

THIS AGREEMENT is made this ____ day of _____, 2019, by and between:

BOROUGH OF WASHINGTON, a municipal corporation located in the County of Warren, State of New Jersey, with its principal office located at 100 Belvidere Avenue, Washington, NJ 07830 (hereinafter “Washington Borough”);

and

BOROUGH OF OXFORD, a municipal corporation located in the County of Warren, State of New Jersey with its principal office located at 11 Green Street, Oxford, NJ 07863 (hereinafter “Oxford”).

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:63-7 and N.J.S.A. 40A:9-136 allow for the appointment of an Administrator; N.J.S.A. 40A:9-133 requires each municipality to have a Clerk and N.J.S.A. 26:8-11 requires each municipality to provide for the services of a Registrar, but same may be provided by an agreement with another municipality; and

WHEREAS, Oxford is in need of the statutorily required services of a Municipal Clerk and Registrar; and

WHEREAS, Oxford is likewise in need of and would benefit greatly from the skill, knowledge, and expertise of an experienced public administrator along with corresponding support staff in order to better serve residents with consistent access to high quality municipal services during regular hours; and

WHEREAS, Washington Borough has agreed to furnish to Oxford the statutorily required Municipal Clerk and Registrar services in accordance with N.J.S.A. 40A:9-133(e) and N.J.S.A. 26:8-11; and

WHEREAS, Washington Borough has agreed to furnish Oxford with the skill, knowledge and expertise of a professional and experienced Manager to act as Administrator in accordance with the duties

prescribed in N.J.S.A. 40A:9-136, Oxford's Code as well as other duties assigned by the Township Committee; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Washington Borough and Oxford (collectively "the Parties") have negotiated this Agreement for the provision of the aforesaid services for their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A (Washington) and B (Oxford) respectively.

NOW THEREFORE, it is understood and agreed as follows:

1. **PREAMBLE.** All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth.
2. **CONTROLLING LAW.** This Agreement is governed by the provisions of N.J.S.A. 40A:65-1, et. seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
3. **TERM OF AGREEMENT.** This Agreement shall take effect on January 1, 2020 (the "Effective Date"). This Agreement shall run for a period of four (4) years, expiring on December 31, 2023, unless sooner terminated in accordance with paragraph 15 below.
4. **SCOPE OF WORK.** Commencing January 1, 2020 Washington Borough shall furnish Oxford the services of an Administrator and statutory Clerk/Registrar, to fulfill all duties required of these positions.

A. Designation of Employer — Salary and Benefits.

The Parties acknowledge that Washington Borough is hereby designated as the sole employer of the employees subject to this Agreement =. Washington Borough shall be exclusively responsible for payment of any and all salary and the maintenance of all employee benefits and workers' compensation insurance. The employees shall be covered under all applicable personnel policies of Washington Borough and shall retain any and all rights and benefits that may have accrued from that position with Oxford. Nothing in this Agreement shall be interpreted as forming an employer-employee relationship between Oxford and/or Oxford's officials and the employee(s) who perform services for Oxford pursuant to this Agreement.

B. Supervision.

The employees subject to this Agreement shall be subject to the supervision of Oxford while performing duties for Oxford and by Washington Borough while performing services for Washington Borough, but any and all personnel or employment issues shall be handled by Washington's applicable policies.

C. Designation of Positions.

Pursuant to the provisions of N.J.S.A. 40A:65-5, the Oxford Governing Body has adopted a resolution authorizing Oxford to enter into this Shared Services Agreement with Washington Borough for the shared services outlined herein and has designated and does designate

hereby the Manager of Washington Borough as the Administrator of Oxford and the Clerk/Registrar of the Washington Borough as the Clerk/Registrar for Oxford. Washington Borough will also share the support services of its Deputy Clerk to assist in this regard and in order to maintain a presence at Oxford's Municipal Offices.

5. **SERVICES TO BE PERFORMED.** Washington Borough will provide to Oxford its Manager to fulfill all duties of Administrator pursuant to N.J.S.A.40A:63-7 and N.J.S.A 40A:9-136 and as prescribed in the Code of Oxford Township.

Washington Borough will provide to Oxford the services of a Municipal Clerk/Registrar and a Deputy Clerk to provide such services in manner consistent with the level and quality that is consistent with all statutorily required duties of a Municipal Clerk and Registrar pursuant to N.J.S.A. 40A:9-133(e) and N.J.S.A. 26:8-11, respectively.

6. **HOURS OF SERVICE.**

- a) The Administrator, pursuant to a mutually agreeable/flexible schedule, will work a minimum of twelve (12) hours of service per week to be provided on site in Oxford and/or at the Washington Borough Municipal Offices.
- b) The Clerk/Registrar pursuant to a mutually agreeable/flexible schedule, will work a minimum of twelve (12) hours of service per week to be provided on site in Oxford and/or at the Washington Borough Municipal Offices.
- c) The Deputy Clerk, pursuant to a mutually agreeable/flexible schedule, will work a minimum of twelve (12) hours of service per week to be provided on site in Oxford and/or at the Washington Borough Municipal Offices.
- d) The parties acknowledge and agree that the twelve (12) hours referenced in paragraphs (a) (b) and (c) above represent a good faith estimation of time, however, it is understood that the demands of the positions in either municipality may require that the hours stated, at times, fluctuate.
- e) Notwithstanding, the parties agree that of the thirty-six (36) hours of above-mentioned services, a minimum of eighteen (18) hours per week shall be provided on-site at the Oxford Municipal Offices on Mondays, Wednesdays, and Fridays.

7. **COMPENSATION.**

- (a) Oxford shall pay to Washington Borough a monthly sum of \$5,833.33, payable in four (4) quarterly payments of \$17,500.00.
- (b) Prior to the Effective date, Oxford agrees and understands that Washington Borough's Municipal Manager and Clerk/Registrar will need to work on site in order to plan and prepare for the effective transition of this Agreement. As such, prior to the Effective Date of this Agreement, any such work will be paid by Oxford at a compensation rate of \$75.00/hr. for the services of Washington Borough's Municipal Manager and \$55.00/hr. for the services of the Clerk/Registrar. The aforesaid rates shall include travel and mileage at the applicable federal rate.

8. **MAINTENANCE OF RECORDS.** All records produced by the Municipal Manager and/or Deputy Clerk and Clerk/Regis

9. **INSURANCE.** The employees provided for in this Agreement shall be covered at all times by Washington's workers compensation policy whether working in Oxford or Washington Borough, as well as by all other policies of insurance that are maintained by Washington Borough which are applicable to the employees, such as, by way of example and not by way of limitation, the policies of insurance that are set forth on Exhibit "C." Washington Borough agrees to provide Oxford with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change to said policies.
10. **AMENDMENT.** This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties and approved by Resolution of both governing bodies.
11. **EXTERNAL DISPUTES.** Oxford's Mayor shall notify Washington Borough's Mayor, in a timely manner, of any complaints related to the nature, extent and quality of services provided to Oxford by Washington. Washington Borough's Mayor shall handle any responses to issues related to the services provided.
12. **CONFIDENTIALITY.** Each party recognizes and acknowledges that it may have access to certain confidential information of the other party (*e.g.*, employment, operations, and financial records and related data), which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information; and will not sue or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this Section will entitle the other party to equitable relief to protect its interests therein, including injunctive relief.
13. **HOLD HARMLESS AND INDEMNIFICATION.** Oxford shall indemnify and hold Washington, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services by Washington Borough to Oxford, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of Oxford and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.
14. **REQUIRED BONDS.** Oxford shall apply for and acquire any and all required bonds necessary for the implementation of this Agreement.
15. **TERMINATION.**
 - a) This Agreement may be terminated at any time upon mutual Agreement of the Parties.
 - b) Either Party may terminate this Agreement at any time and for any reason upon giving the other party thirty (30) days advanced notice, in writing, delivered to the other Party by certified mail at the address provided herein under in accord with paragraph 17.
 - c) It was the intent of the Parties that the services to be provided by Washington Borough to Oxford under the terms of this Agreement were to be performed by the individuals employed by Washington Borough at the time of execution of this Agreement. In the event that any of the individuals, during the Term of this Agreement, cease to be employed by Washington Borough, then Washington Borough shall immediately notify Oxford of that fact whereupon Oxford shall

have the option of immediately terminating this Agreement, with compensation to be prorated accordingly, or of having its services performed by Washington Borough's new employees in accordance with the terms and conditions of this Agreement.

16. DEFAULT. In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within fifteen (15) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 15-day period.

17. NOTICES. Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Township of Oxford:
Township of Oxford
11 Green Street,
Oxford, NJ 07863
Attn: Mayor

With a Required Copy to:
Township Clerk
11 Green Street,
Oxford, NJ 07863

If to Borough of Washington:
Borough of Washington
100 Belvidere Avenue,
Washington, NJ 07830
Attn: Mayor

With a Required Copy to:
Borough Clerk
100 Belvidere Avenue,
Washington, NJ 07830

18. CHOICE OF LAW. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and may not be changed orally and may only be modified or amended by a written statement signed by both parties.

20. SEVERABILITY. If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

21. WAIVER. Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

22. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this agreement.

23. JOINT PREPARATION. This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

RE-CAP

Manager Hall recapped the following:

- Get explanation from CFO on Bond Ordinance (ordinance 2019-30)

COUNCIL REMARKS

Councilwoman Valle gave the following remarks:

- Welcomed new member Cox to Council.
- Expressed sadness about fire at laundromat
- Excited for new things going on downtown and stated meeting last Thursday with the BID was very productive.

Councilwoman Duchemin stated the following:

- Welcomed Councilwoman Cox
- Halloween was great
- Stigma Free meeting is held downstairs in building
- Hoped that the laundromat can recover from the fire and thanked the firemen who responded
- Happy to see ways municipalities are saving by cooperating with shared services.
- Hoped that everyone had a nice Veterans Day

Councilwoman Noone gave the following remarks:

- Excited on the bronze certification
- Upset about fire at laundromat
- Thanked fire department for quick response
- Reported on BID meeting held last Thursday

Councilman Norris gave the following remarks:

- Welcomed Luann Cox
- Thanked Chris Vitalos for showing up and added it was very honorable
- Thanked fire and police departments involved in fire at laundromat
- Happy to see town going in right direction

Deputy Mayor Conry gave the following remarks:

- Welcomed Luann Cox
- Thanked fire and police and everyone involved in fire
- Wished all Veterans a belated day they had
- Senior Advisory meetings will still be held if anyone is interested in coming, a trip is being planned for seniors.

Councilwoman Cox gave the following remarks:

- Thanked everyone for the warm wishes and loves to work with everyone and wants to learn and help the community.

Mayor Higgins congratulated Councilwoman Cox and stated that everyone here gets along and its ok to not agree and for her to let everyone know how she's feeling if she has concerns.

Mayor Higgins stated that the Marine Corp's birthday is this month (November 10th), Veterans Day was the 11th and Thanksgiving is November 28th.

Mayor Higgins congratulated the Green Team on their bronze certification.

Mayor Higgins thanked all those who helped with the fire at the laundromat. Mayor Higgins went on to recap the football game that was a benefit for a cancer patient here in the borough. Washington Township Police won the game.

Mayor Higgins allowed more comments from the audience from the following:

Chris Vitalos, inquired about the purchase of trucks and asked if the borough has a maintenance plan for all trucks.

Keith Gibbons, Oxford Township resident, stated he didn't know anything about the shared service in which he stated he wished he knew about it sooner. Mr. Gibbons added that he will be back next year and that there will be a lynching down here.

EXECUTIVE SESSION

A motion was made by Conry seconded by Noone to approve a resolution authorizing Executive Session for the purpose of discussing contract negotiations.

Ayes: 7 Nays: 0

Motion Carried.

RESOLUTION

AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act; *N.J.S.A. 10:4-6 et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

WHEREAS, the Open Public Meetings Act also recognizes exceptions to the right of the public to attend portions of such meetings; and

WHEREAS, the Mayor and Council find it necessary to conduct an executive session closed to the public as permitted by the *N.J.S.A. 40:4-12*; and

WHEREAS, the Mayor and Council will reconvene in public session at the conclusion of

the executive session;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey that they will conduct an executive session to discuss the following topic(s) as permitted by *N.J.S.A. 40:4-12*:

_____A matter which Federal Law, State Statute or Rule of Court requires be kept confidential or excluded from discussion in public

(Provision relied upon: _____);

_____A matter where the release of information would impair a right to receive funds from the federal government;

_____A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

_____A collective bargaining agreement, or the terms and conditions thereof (Specify contract: _____);

_____A matter involving the purpose, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed; Real Estate Acquisitions

_____Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

_____Investigations of violations or possible violations of the law;

Pending or anticipated litigation or contract negotiation in which the public body is or may become a party; (The general nature of the litigation or contract negotiations is: _____ The public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

_____Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: _____

_____ OR _____ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.);

Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is: _____ the public disclosure of such information at this time would violate the employee(s) privacy rights; therefore this information will be withheld until such time as the matter is concluded or the threat to privacy rights no longer exists.;

_____Deliberation occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit;

BE IT FURTHER RESOLVED that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion.

BE IT FURTHER RESOLVED that the Mayor and Council, for the reasons set forth above, hereby declare that the public is excluded from the portion of the meeting during which the above discussion shall take place.

Motion

Motion was made by Conry seconded by Noone to come out of Executive Session at 9:30 pm.

Ayes: 5; Nays: 0
Motion Carried.

ADJOURNMENT

Hearing no further business, a motion was made by Conry seconded by Duchemin to adjourn the meeting at 9:30 pm.

Ayes: 7; Nays: 0
Motion Carried.

Mayor David Higgins

Laurie A. Barton, Borough Clerk